

TRAFFIC EXCHANGE AGREEMENT

By and Between

BEK Communications Cooperative

And

Midcontinent Communications

This Agreement ("Agreement") is entered into by and between BEK Communications Cooperative. ("BEK Communications Cooperative") and Midcontinent Communications ("Midcontinent Communications"). BEK Communications Cooperative and Midcontinent Communications may also be referred to herein singularly as a "Party" or collectively as the "Parties".

WHEREAS, BEK Communications Cooperative is an Incumbent Local Exchange Carrier providing local exchange service in its territory; and

WHEREAS, Midcontinent Communications is authorized by the North Dakota (PSC, PUC) as an Competitive Local Exchange Carrier and provides local service to its end user customers in Qwest's ILEC service territory; and

WHEREAS, the Midcontinent Communications service territory does not overlap BEK Communications Cooperative's ILEC service territory, the Parties are not in direct competition; and

WHEREAS, this Agreement is intended to fulfill each Party's obligations under subsection 251(a) of the Communications Act, as amended by the Telecommunications Act of 1996;

WHEREAS, BEK Communications Cooperative certifies that it is a rural telephone company and is exempt from Section 251(c) pursuant to Section 251(f) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (the "Act");

WHEREAS, Sections 251 and 252 of the "Act", have specific requirements for Interconnection, and the Parties intend that this Agreement meets these requirements; and,

WHEREAS, the Parties intend the rates, terms and conditions of this Agreement, and their performance of obligations thereunder, to comply with the Communications Act of 1934, as amended (the "Act"), the Rules and Regulations of the Federal Communications Commission ("FCC"), and the orders, rules and regulations of the North Dakota Public Service Commission (the "Commission").

NOW, THEREFORE, IN CONSIDERATION of the covenants contained herein, the Parties hereby agree as follows:

1. DEFINITIONS

Except as otherwise specified herein, the following definitions will apply to all sections contained in this Agreement. Additional definitions that are specific to the matters covered in a particular section may appear in that section.

- 1.1. “Act”, as used in this Agreement, means the Communications Act of 1934 (47 U.S.C. Section 151 *et seq.*), as amended, and as from time to time interpreted in the duly authorized rules and regulations of the Federal Communications Commission (“FCC”) or the Commission.
- 1.2. CLLI Codes means Common Language Location Identifier Codes.
- 1.3. Commission means the North Dakota Public Service Commission
- 1.4. DS1 is a digital signal rate of 1.544 Megabits per second (“Mbps”).
- 1.5. DS3 is a digital signal rate of 44.736 Mbps.
- 1.6. Exchange Area means the geographic area that has been defined by the Commission for the provision of Telephone Exchange Services.
- 1.7. Exchange Message Interface (EMI) is the standard used for exchange of telecommunications message information between telecommunications providers for billable, non-billable, access, settlement and study data. EMI format is contained in ATIS/OBF-EMI latest published editions, an Alliance for Telecommunications Industry Solutions (ATIS) document that defines industry standards for exchange message records.
- 1.8. Local Exchange Routing Guide (LERG) is a Telcordia reference document used to identify NPA-NXX routing and homing information as well as network element and equipment designations.
- 1.9. EAS Traffic is defined as any call that originates from an end user physically located in one exchange and terminates to an end user physically located in another mandatory local calling area associated with the originating end user’s exchange as defined and specified in BEK Communications Cooperative’s General Subscriber Service Tariff. As clarification of this definition and for reciprocal transport and termination compensation, EAS Traffic does not include ISP Bound Traffic and IP-Enabled Voice Traffic, as those terms are defined herein this Agreement.
- 1.10. ISP Bound Traffic means traffic that originates from or is directed, either directly or indirectly, to or through an ESP or ISP who is physically located in an exchange within the EAS area of the originating end user. Traffic originated from, directed to or through an ESP or ISP physically located outside the originating end user’s EAS area will be considered switched toll traffic and

subject to access charges. ISP Bound Traffic does not include IP-Enabled Voice Traffic.

- 1.11. IP-Enabled Voice Traffic means any IP-enabled, real-time, multidirectional voice call, including, but not limited to, service that mimics traditional telephony. IP-Enabled Voice Traffic includes:
 - (i) Voice traffic originating on Internet Protocol Connection (IPC), and which terminates on the PSTN; and
 - (ii) Voice traffic originated on the PSTN, and which terminates on IPC, and
- 1.12. Interconnection Point (IP) means the location where one Party's financial responsibility begins and the other Party's financial responsibility ends.
- 1.13. Point(s) of Interconnection (POI(s)) means the physical location(s) within BEK Communications Cooperative's network, at which the Parties' networks meet for the purpose of exchanging EAS Traffic.
- 1.14. Tandem Switch or Tandem Office is a switching facility that is used to interconnect trunk circuits between and among End Office Switches, aggregation points, points of termination, or points of presence.
- 1.15. Transit Traffic is traffic that originates from one provider's network, "transits" one or more other provider's network, and terminates to yet another provider's network. .

2. SCOPE OF AGREEMENT

- 2.1. This Agreement sets forth specific terms and conditions under which BEK Communications Cooperative and Midcontinent Communications agree to exchange EAS traffic between their respective networks. This Agreement does not obligate either Party to provide arrangements not specifically provided for herein. The Agreement includes all accompanying Exhibits.
- 2.2. The Parties agree to physically connect their respective networks, at POI(s) set by BEK Communications Cooperative so as to furnish EAS Service between Midcontinent Communications customers and BEK Communications Cooperative customers in the Exchange Areas stated in Exhibit 1. This section is expressly limited to the transport and termination of EAS and ISP Bound Traffic originated by and terminated to end users of the Parties in this Agreement.

- 2.3. Both Parties acknowledge that toll traffic will be routed in accordance with Telcordia Traffic Routing Administration Instructions and is not a provision of this Agreement. Traffic that is exchanged through an Interexchange Carrier (IXC) is not covered under this Agreement. Any traffic that is not EAS Traffic or ISP Bound Traffic will be considered toll traffic and subject to access tariffs.
- 2.4. Midcontinent Communications shall assign whole NPA-NXX codes or blocks if in a number pooling area to each Exchange Area. The Parties each agree not to assign telephone numbers from an NPA/NXX to any end-user physically located outside the Exchange Area with which the NPA/NXX is associated.

3. COMPENSATION FOR CALL TERMINATION AND FACILITIES

3.1. EAS Termination Compensation

- 3.1.1. The Parties shall provide for the recovery of the costs for functions performed in terminating EAS Traffic on each other's network. Both Parties agree that the level of EAS Traffic is roughly balanced and reciprocal compensation would be *de minimus* and subject to bill and keep between the Parties. Either Party may request at any time, but no more than twice annually, a traffic study to determine if EAS Traffic is out-of-balance. Billing between the Parties will be initiated in accordance with the provisions of this Agreement if the traffic study confirms EAS Traffic is out-of-balance. The Parties agree that charges for termination of EAS Traffic on each Party's respective networks are as set forth in Attachment 2. The Parties agree there will be a separate and distinct trunk group for both EAS and ISP Bound Traffic, subject to the provisions of Section 4 of this Agreement.
- 3.1.2. In accordance with the FCC's Order on Remand and Report and Order, In the matter of Implementation of the Local Compensation Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, ISP Bound traffic termination shall be subject to bill and keep compensation.
- 3.1.3. IP-Enabled Voice Traffic shall be assigned to the corresponding jurisdiction for compensation purposes, if all the signaling parameters are included with the traffic exchange. Calling Party Number ("CPN") and Jurisdictional Indicator Parameter ("JIP") of the originating IP-Enabled Voice Traffic shall indicate the geographical location of the actual IPC location not the location where the call enters the PSTN.
- 3.1.4. The Parties agree that the jurisdiction of a call is determined by its originating and terminating (end-to-end) points. Each party will pay to the

other party reciprocal compensation for EAS Traffic terminating to the other party's end-users physically located in the EAS Exchange Areas to which the end-user's NPA/NXX is assigned after traffic has been determined to be out of balance according to Section 3.1.1 above. If one party (the "terminating party") assigns NPA/NXXs to specific EAS Exchange Areas and assigns numbers from those NPA/NXXs to its own end-users physically located outside of the Exchange Area to which the NPA/NXX is assigned, traffic originated by the other party (the "originating party") from within the EAS Exchange Area where the NPA/NXX is assigned and terminating to a customer of the terminating party physically located outside of such Exchange Area, and at a location toll to the originating Exchange Area, shall not be deemed EAS Traffic, and no compensation from the originating party to the terminating party shall be due therefore. Further, the terminating party agrees to identify such traffic to the originating party and to compensate the originating party for originating and transporting such traffic to the terminating party at the originating party's intrastate-switched access rates. In addition, a party should not use NPA/NXXs to collect the other party's originated EAS or IntraLATA toll traffic and for delivery to a point outside the LATA from where the originating NPA/NXX Exchange Area resides..

- 3.1.5. If the terminating party does not identify such traffic to the originating party, to the best of the originating party's ability, the originating party will determine which whole terminating party NPA/NXXs on which to charge the applicable rates for originating intrastate network access service as reflected in BEK Communications Cooperative's Intrastate Access Service Tariff or Midcontinent's intrastate access service rates, as applicable. The originating party shall make appropriate billing adjustments if the terminating party can provide sufficient information for the originating party to determine whether said traffic is EAS or toll.

3.2. Transport

- 3.2.1. Midcontinent Communications is responsible for the provision of trunking for the exchange of EAS Traffic from the IP designated by BEK Communications Cooperative. Midcontinent Communications may lease facilities from BEK Communications Cooperative or an alternate third party provider for the provision of EAS trunking. If a third party's facilities are used, Midcontinent Communications will bear the full cost of leasing such facility. Midcontinent Communications agrees to pay BEK Communications Cooperative applicable Intrastate Special Access Tariff rates if BEK Communications Cooperative provides the EAS traffic trunking facility. If Midcontinent Communications' request requires BEK Communications Cooperative to build new facilities, Midcontinent Communications will bear the full cost of construction. Such costs will be

charged on an individual case basis. No Party will construct facilities that require the other Party to build unnecessary facilities.

- 3.2.2. The Party serving the ISP will bear the transport costs, from an IP located within the Exchange Area, for whatever ISP Bound Traffic is exchanged with the other Party. Information access traffic exchanged by either party destined for ISPs physically located outside the EAS traffic designation area will be treated as toll traffic and access charges will apply.
- 3.2.3. If there are any Transit Traffic charges associated with Midcontinent Communications traffic, Midcontinent Communications will be responsible for all transit transport and switching.
- 3.2.4. If Midcontinent Communications chooses to lease transport from BEK Communications Cooperative, the same physical facility may be used for transport of separate trunks for EAS, ISP Bound Traffic, and other special access trunks. Charges for the special access transport will be according to BEK Communications Cooperative's applicable Intrastate Special Access Tariff rates.

4. PHYSICAL INTERCONNECTION

4.1. Trunk Types

4.1.1. EAS Trunks

- 4.1.1.1. The Parties will establish EAS Trunks to exchange EAS Traffic. All EAS Trunk Groups established directly with the other Party's network facilities at the POI(s) are listed in Exhibit 1. The Parties agree that all EAS Traffic exchanged between them will be on trunks exclusively dedicated to such traffic. Neither Party will terminate IntraLATA nor InterLATA toll Switched Access traffic or originate untranslated traffic to service codes (e.g. 800,888) over EAS Trunks. EAS connection will be provided via two-way trunks.
- 4.1.1.2. If the Parties' originated EAS Traffic is exchanged utilizing the same two-way trunk group, the Parties shall mutually agree to use this type of two-way trunk group, and both parties will mutually coordinate the provisioning and quantity of trunks to be utilized in this arrangement.
- 4.1.1.3. ISP Bound Traffic will be routed on separate trunk group. ISP Bound trunks will be one-way trunks ordered by the Party serving the ISP.

- 4.1.1.4. Toll and Access Traffic shall not be routed on the EAS or ISP Bound trunks. Standard Toll and access arrangements from the LECs respective tariffs will apply.

4.2. Fiber Meet Point

- 4.2.1. "Fiber Meet Point" is the point, in an interconnection arrangement, at which the Parties physically interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at an interconnection point. The POI is the location where one Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends.
- 4.2.2. If Midcontinent Communications elects to interconnect with BEK Communications Cooperative pursuant to a Fiber Meet Point, Midcontinent Communications and BEK Communications Cooperative shall jointly engineer and operate a Synchronous Optical Network ("SONET") transmission system. The Parties shall interconnect their transmission and routing of EAS Traffic via a Local Channel Facility at the DS1, or DS3. The Parties shall work jointly to determine the specific transmission system. Midcontinent Communications' SONET transmission equipment must be compatible with BEK Communications Cooperative's equipment.
- 4.2.3. Midcontinent Communications shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the Midcontinent Communications Central Office.
- 4.2.4. BEK Communications Cooperative shall designate a POI within the borders of the BEK Communications Cooperative Exchange Area as a Fiber Meet point, and shall make all necessary preparations to receive, and to allow and enable Midcontinent Communications to deliver fiber optic facilities into the POI with sufficient spare length to reach the fusion splice point at the POI.
- 4.2.5. Midcontinent Communications shall deliver and maintain its fiber strands wholly at its own expense. Upon verbal request by Midcontinent Communications, BEK Communications Cooperative shall allow Midcontinent Communications access to the Fiber Meet entry point for maintenance purposes as promptly as possible.
- 4.2.6. The Parties shall jointly coordinate and undertake maintenance of the SONET transmission system. Each Party shall be responsible for maintaining the components of their own SONET transmission system.

- 4.2.7. Each Party will be responsible for providing its own transport facilities to the Fiber Meet.
- 4.3. Call Routing: For trunking purposes, traffic will be routed based on the number dialed by the originating end user or Location Routing Number (LRN) and in accordance with the LERG. Either party shall only route calls to the other parties end office that contain a NPA NXX/LRN that is resident in that end office switch. Intercarrier Compensation paid by Parties will be based on the BEK Communications Cooperative EAS calling scope and the location of the end user customer.
- 4.4. Facility Sizing: The Parties will mutually agree on the appropriate sizing for facilities. The capacity of interconnection facilities provided by each Party will be based on mutual forecasts and sound engineering practice, as mutually agreed to by the Parties. Midcontinent Communications will order trunks in the agreed upon quantities via an Access Service Request.
- 4.5. Interface Types: If the POI has an electrical interface, the interface will be DS1 or DS3 as mutually agreed to by the Parties. When a DS3 interface is agreed to by the Parties, BEK Communications Cooperative will provide any multiplexing required for DS1 facilities or trunking at their end and Midcontinent Communications will provide any DS1 multiplexing required for facilities or trunking at their end.
- 4.6. Signaling: The Parties will interconnect their networks using SS7 signaling as defined in applicable industry standards including ISDN user part ("ISUP") for trunk signaling and transaction capabilities application part ("TCAP") for common channel signaling based features in the interconnection of their networks to facilitate full Interoperability and Billing functions. Signaling information shall be shared between the Parties based upon bill and keep compensation.
- 4.7. Signaling Parameters: BEK Communications Cooperative and Midcontinent Communications are required to provide each other the proper signaling information (e.g., originating Calling Party Number and destination called party number, etc.), pursuant to 47 CFR 64.1601, to enable each Party to issue bills in a complete and timely fashion. All CCS signaling parameters will be provided including Calling Party Number (CPN), Jurisdictional Indicator Parameter (JIP), Originating Line Information Parameter (OLIP) on calls to 8XX telephone numbers, calling party category, Charge Number, etc. All privacy indicators will be honored. In addition, each party agrees that it shall not strip, alter, modify, add, delete, change, or incorrectly assign any CPN. CPN shall, at minimum, include information that accurately reflects the physical location of the end user that originated and/or dialed the call. If either party identifies improper, incorrect, or fraudulent use of local exchange service (including, but not limited to PRI, ISDN and/or Smart Trunks), or identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN, the Parties agree to cooperate with one

another to investigate and take corrective action. If either Party fails to provide CPN (valid originating information) or JIP on at least ninety-five percent (95%) of total traffic, traffic sent to the other Party without CPN or JIP (valid originating information) will be handled in the following manner. The remaining five percent (5%) of unidentified traffic will be treated as having the same jurisdictional ratio as the ninety-five (95%) of identified traffic. If the unidentified traffic exceeds five percent (5%) of the total traffic, all the unidentified traffic shall be billed at a rate equal to access charges. The originating Party will provide to the other Party, upon request, information to demonstrate that Party's portion of no-CPN or JIP traffic does not exceed five percent (5%) of the total traffic delivered. The Parties will coordinate and exchange data as necessary to determine the cause of the CPN or JIP failure and to assist its correction

- 4.8. Equipment Additions: Where additional equipment is required, such equipment would be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for Midcontinent Communications', or BEK Communications Cooperative's internal customer demand.
- 4.9. N11 Codes: N11 codes (e.g., 411, 611, & 911) shall not be sent between Midcontinent Communications' network and BEK Communications Cooperative's network over the EAS Interconnection Trunk Groups.
- 4.10. Programming: It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to the LERG guidelines to recognize and route traffic to the other Party's assigned NPA-NXX codes. The Parties shall list their LRNs associated with the EAS and ISP bound traffic in Exhibit 1. However, both Parties must agree if any new NPA-NXX or LRN will be part of this agreement and update Exhibit 1 accordingly. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities.

5. GRADE OF SERVICE

Each Party will provision their network to provide designed blocking objective of a P.01.

6. NETWORK MANAGEMENT

- 6.1. Protective Controls: Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic toward each other's network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure, or focused overload. Midcontinent Communications and BEK Communications Cooperative will immediately notify each other of any protective control action planned or executed.
- 6.2. Mass Calling: Midcontinent Communications and BEK Communications Cooperative will cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes. The Parties agree that the promotion of mass calling services is not in the best interest of either Party. If one Party's network is burdened repeatedly more than the other Party's network, the Parties will meet and discuss the cause and impact of such calling and will agree on how to equitably share the costs and revenues associated with the calls and on methods for managing the call volume.
- 6.3. Network Harm: Neither Party will use any service related to or using any of the services provided in this Agreement in any manner that interferes with third parties in the use of their service, prevents third parties from using their service, impairs the quality of service to other carriers or to either Party's Customers; causes electrical hazards to either Party's personnel, damage to either Party's equipment or malfunction of either Party's billing equipment (individually and collectively, "Network Harm"). If a Network Harm will occur or if a Party reasonably determines that a Network Harm is imminent, such Party will, where practicable, notify the other Party that temporary discontinuance or refusal of service may be required; provided, however, wherever prior notice is not practicable, such Party may temporarily discontinue or refuse service forthwith, if such action is reasonable under the circumstances. In case of such temporary discontinuance or refusal, such Party will:
 - 6.3.1. Promptly notify the other Party of such temporary discontinuance or refusal;
 - 6.3.2. Afford the other Party the opportunity to correct the situation which gave rise to such temporary discontinuance or refusal; and
 - 6.3.3. Inform the other Party of its right to bring a complaint to the Commission or FCC.

7. CHARGES, PAYMENT AND BILLING

- 7.1. Billing: In consideration of the services provided under this Agreement, the Parties shall bill the other party once per month all applicable charges set forth in this agreement.
- 7.1.1. The Parties shall pay invoices within thirty (30) days from the bill date. If the payment due date is a Saturday, Sunday or a designated bank holiday, payment shall be made the next business day
- 7.2. Late Payment: The Parties will assess late payment charges to each other equal to the lesser of 1.5 percent or the maximum rate allowed by law per month of the balance due, until the amount due, including late payment charges, is paid in full.
- 7.3. Recording: The Parties shall each perform traffic recording and identification functions necessary to provide the services contemplated hereunder. Each Party shall calculate terminating minutes of use based on standard automatic message accounting records made within each Party's network. The records shall contain ANI or service provider information necessary to identify the originating company. The Party originating traffic shall generate and provide EMR or other agreed upon record format to the terminating Party. The Parties shall each use commercially reasonable efforts, to provide these records monthly, but in no event later than thirty (30) days after generation of the usage data.

8. TERM OF AGREEMENT

- 8.1. This Agreement will commence when beginning on the date the Agreement is approved by the Commission ("Effective Date") and have an initial term for two (2) years. This Agreement shall automatically renew for successive six-month periods, unless, not less than one hundred twenty (120) days prior to the end of the Term or any renewal term, either party notifies the other party of its intent to terminate this Agreement or renegotiate a new agreement. In the event of such renegotiations, this Agreement shall remain in effect until such time that a new agreement becomes effective.
- 8.2. In the event that this Agreement expires, except in the case of termination as a result of either Party's default or for termination upon sale, Service that had been available under this Agreement and exist as of the end date may continue uninterrupted after the end date at the written request of either Party only under the terms of:
- 8.2.1. A new agreement voluntarily entered into by the Parties, pending approval by the Commission; or

- 8.2.2. And existing agreement between BEK Communications Cooperative and another carrier adopted by Midcontinent Communications for the remaining term of that agreement.

9. AMENDMENT OF AGREEMENT

This Agreement may not be amended, modified, or supplemented, nor may a Party hereunder waive any obligations, except by written instrument signed by both Parties.

10. AUDIT AND REVIEW

- 10.1. Each Party is responsible for the accuracy of its data as submitted to the other Party. Upon reasonable written notice, each Party or its authorized representative shall have the right to conduct annual reviews of the relevant data possessed by the other Party to give assurance of compliance with the provisions of this Agreement. These reviews will consist of any examinations and verification of data involving records, systems, procedures and other information related to the services performed by either Party as related to charges or payments made in connection with this Agreement. Each Party's right to access information for verification review purposes is limited to data not in excess of twelve (12) months in age. The Party requesting a verification review shall fully bear its own costs associated with conducting a review. The Party being reviewed will provide access to necessary and applicable information at no charge to the reviewing Party during normal business hours.
- 10.2. Each Party may request to inspect, during normal business hours, the records which are the basis for any monthly bill issued by the other Party and to request copies thereof provided that the requested records do not exceed twelve (12) months in age from the date the monthly bill containing said record information was issued.

11. ASSIGNMENT

Neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party; provided that each Party may assign this Agreement to a corporate affiliate or an entity under its common control or an entity acquiring all or substantially all of its assets or equity without prior written notice to the other Party of such assignment or transfer. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement will be binding upon and will inure to the benefit of the Parties' respective successors and assignments.

12. ENTIRE AGREEMENT

This Agreement, together with any and all Schedules and Exhibits which are attached hereto, sets forth the entire agreement and understanding of the Parties and supersedes any and all prior agreements, written or oral, between the Parties with respect to the subject matter hereof. Neither Party will be bound by, if each Party specifically objects to, any term, condition or other provision that is different from or in addition to the provisions of the Agreement and which is proffered by the other Party in any correspondence or other document or through any course of conduct, and the Party to be bound thereby specifically agrees to such provision in writing.

13. FORCE MAJEURE

If the performance of the Agreement, or any obligation hereunder is prevented, restricted or interfered with by reason of any of the following:

- 13.1. Fire, explosion, flood, earthquake, hurricane, cyclone, tornado, storm, epidemic, breakdown of plant or power failure;
- 13.2. War, revolution, civil commotion, acts of public enemies, blockade or embargo;
- 13.3. Any law, order, proclamation, regulation, ordinance, demand or requirement of any government or any subdivision, authority, or representative of any such government;
- 13.4. Labor difficulties, such as strikes, picketing or boycotts;
- 13.5. Delays caused by other service or equipment vendors;
- 13.6. Any other circumstance beyond the reasonable control of the Party affected,

Then the Party affected, upon giving prompt notice to the other Party, will be excused from such performance on a day-for-day basis to the extent of such prevention, restriction, or interference (and the other Party will likewise be excused from performance of its obligations on a performance so prevented, restricted or interfered with); provided that the Party so affected will use its best efforts to avoid or remove such causes of nonperformance and both Parties will proceed to perform with dispatch whenever such causes are removed or cease.

14. NO LICENSE

No license under patents, copyrights or any other intellectual property right (other than the limited license to use) is granted by either Party or will be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

15. INDEPENDENT CONTRACTOR

The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, or partner of the other Party. Neither Party will have any right, power or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. This Agreement will not be interpreted or construed to create an association, agency, joint venture or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.

16. LIMITATION OF LIABILITY

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, INCOME OR REVENUE, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY AND WHETHER SUCH DAMAGES WERE FORESEEABLE OR NOT AT THE TIME THIS AGREEMENT WAS EXECUTED.

17. DISCLAIMER OF WARRANTIES

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES, AND EACH PARTY HEREBY SPECIFICALLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING ANY MATTER SUBJECT TO THIS AGREEMENT, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

18. INDEMNITY

Each Party will indemnify and hold the other harmless from any liabilities, claims or demands (including the costs, expenses and reasonable attorney's fees on account thereof) that may be made by third parties for (a) personal injuries, including death, or (b) damage to tangible property resulting from the sole negligence and/or sole willful misconduct of that Party, its employees or agents in the performance of this Agreement. Each Party will defend the other at the other's request against any such liability, claim, or demand. Each

Party will notify the other promptly of written claims or demands against such Party of which the other Party is solely responsible hereunder.

19. APPLICABLE AND CHANGE IN LAW

- 19.1. Applicable Law: The construction, interpretation and performance of this Agreement shall be governed by (a) the laws of the United States of America and (b) the laws of the State of North Dakota, without regard to its conflicts of laws rules. All disputes relating to this Agreement shall be resolved through the application of such laws.
- 19.2. Change in Law: If any legislative, regulatory, judicial or other governmental decision, order, determination or action, or any change in Applicable Law, materially affects any material provision of this Agreement, the rights or obligations of a Party hereunder, or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law.

20. SEVERABILITY

In the event that any one or more of the provisions contained herein, is, for any reason, held to be unenforceable in any respect under law or regulation, the remainder of this Agreement will not be affected thereby and will continue in full force and effect, unless removal of that provision results in a material change to this Agreement. In such a case, the Parties will negotiate in good faith for replacement language. If replacement language cannot be agreed upon, either Party may terminate this Agreement.

21. DEFAULT

If either Party believes the other is in breach of this Agreement or otherwise in violation of law, it will first give sixty (60) days notice of such breach or violation and an opportunity for the allegedly defaulting Party to cure. Thereafter, the Parties will employ the dispute resolution and arbitration procedures set forth in this Agreement.

22. CONFIDENTIALITY

The Parties to this Agreement anticipate and recognize that they will exchange or come into possession of data about each other's customers and each other's business as a result of this Agreement. Both Parties agree to treat such data as strictly confidential and to use such data only for the purposes of performance under this Agreement. All customer data will be subject to this section, whether or not designated confidential. The foregoing shall not apply to information in the public domain.

23. DISPUTE RESOLUTION

The parties agree that in the event of a default or any other dispute arising hereunder or in connection herewith, as to the interpretation of any provision of this Agreement, as to charges for services and facilities furnished under this Agreement or as to the proper implementation of this Agreement, the aggrieved party shall first discuss the default or dispute with the other party and seek resolution prior to taking any action before any court or regulatory body or before authorizing any public statement about or disclosure of the nature of the dispute to any third party. Such conferences shall be held among at least senior management level for each party.

In the event that the officers of the parties shall be unable to resolve default or other dispute after 45 days, either Party may request mediation of the dispute by the Commission. If the Commission does not agree to mediate the dispute, the Parties will attempt to appoint a mutually agreeable mediator. If the Parties are unable to resolve the dispute through the mediation process within thirty (30) days of the date that mediation is requested or, in the event that the Commission does not agree to mediate, if the Parties are unable to agree on a mediator within ten (10) days of the date on which the Commission denies the request to mediate, either Party may petition the Commission for a resolution of the dispute. However, each Party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement. Each party shall bear its own cost of preparing and presenting its case through all phases of the dispute resolution procedure herein described.

24. WAIVERS

The failure of either Party to insist upon or enforce strict performance by the other Party of any provision of this Agreement, or to exercise any right under this Agreement, shall not be construed as a waiver or relinquishment of such Party's right to enforce any such provision or right in any other instance.

25. NO THIRD PARTY BENEFICIARIES

This Agreement is not made for the benefit of any person, firm, corporation or association other than the Parties hereto. The Parties do not intend to confer any rights or benefit hereunder on any person, firm or corporation other than the Parties hereto; nor will any person, firm or corporation be allowed to claim any rights or benefits.

26. NOTICES

Except as otherwise provided under this Agreement, any notices, demands, or requests made by either Party to the other Party hereunder will be in writing and will be deemed to have been duly given on the date received. If hand delivered, any such notice, demand, request, election or other communication will be deemed to have been received on the day received; if sent by first class mail, the day received; if sent by overnight courier, the day after delivery to the courier; and if sent by electronic facsimile and followed by an original sent via overnight or first class mail, the date of confirmation of the facsimile. All notices, demands, requests, elections, or other communications hereunder will be addressed as follows:

Midcontinent Communications :
410 South Phillips Ave
Sioux Falls, SD 57104-6824

BEK Communications Cooperative:
PO Box 230
Steele, ND 58482-0230

Mary Lohnes
Manager Regulatory Affairs

Derrick F. Bulawa
Chief Executive Officer

Each Party will inform the other in writing of any changes in the above addresses.

The Parties have caused this EAS Service Agreement to be executed on their behalf on the dates set forth below.

Midcontinent Communications
Investor, LLC, Managing Partner

By: Nancy Vogel

Name: Nancy Vogel

Title: Director of Revenue Assurance

Date: 6/5/06

BEK Communications Cooperative

By: Derrick F. Bulawa

Name: Derrick F Bulawa

Title: Chief Executive Officer

Date: 6/12/06

EXHIBIT 1

EAS INTERCONNECTION NETWORK ARRANGEMENTS TABLE

LOCAL CALLING SCOPE AND NPA NXXS

Exchanges in Local Calling Area	Midcontinent Communications NPA –NXX CODES	BEK Communications Cooperative NPA-NXX CODES
Sterling		701-387
McKenzie		701-673
Wilton		701-743
Bismarck	701-751	

NETWORK INTERCONNECTION AND ROUTING INFORMATION

	Midcontinent Communications	BEK Communications Cooperative
POI		Vert 5825 Horz 5701
LRN (1)	701-751-0000	701 475 9999
Switch CLLI (2)	BSMRNDGOGTO	MNKNNDABRSO

(1) Local Routing Number

(2) Common Language Location Identifier

Exhibit 2 Pricing

			Non-Recurring	Recurring
1.	Usage			
	Reciprocal Compensation Per Minute		N/A	\$0.0165
	Transit Traffic Compensation		N/A	\$0.000608
2.	Transport Rates			
	A. DS3			
	1. Channel Termination/Termination			
	a. DS3 Termination	\$545.00		\$1282.50
	2. Channel Mileage Facility/Mile			
	a. DS3			
	0-8 miles			\$51.26
	8-25 miles			\$35.15
	25-50 miles			\$51.11
	50+ miles			\$57.92
	3. Channel Mileage Termination/Termination			
	a. DS3			
	0-8 miles	\$605.00		\$590.90
	8-25 miles	\$605.00		\$593.75
	25-50 miles	\$605.00		\$598.50
	50+ miles	\$605.00		\$619.40
	4. Multiplexing/port			
	a. DS3	\$355.00		\$357.20
	b. DS1	\$150.00		\$300.00
	B. T1 Transport			
	1. Channel Termination/Termination			
	a. T1 Termination	\$600.00		\$150.00
	2. Channel Mileage Facility/Mile			
	a. T1	N/A		
	0-8 miles			\$11.00
	8-25 miles			\$15.00
	25+ miles			\$17.00
	3. Channel Mileage Termination/Termination			
	a. T1	N/A		
	0-8 miles			\$150.00
	8-25 miles			\$200.00
	25+ miles			\$250.00